



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: September 8, 2010

ATTENTION: Land Use and Housing Committee of September 15, 2010

SUBJECT: AGREEMENT WITH IBI GROUP FOR PROFESSIONAL PLANNING  
CONSULTING SERVICES

REQUESTED ACTION:

Recommend that the City Council authorize the Mayor, or his designee, to execute an agreement with IBI Group to provide professional planning consultant services for the Mid-City SR-15 BRT Station Area Planning Study.

Recommend that the City Council authorize the expenditure in an amount not to exceed \$367,000 for preparation of the Mid-City SR-15 BRT Station Area Planning Study.

That this activity is statutorily exempt from CEQA as a planning activity pursuant to CEQA guidelines section 15062.

STAFF RECOMMENDATION:

Recommend approval of the requested actions.

SUMMARY:

CPCI was awarded a SANDAG Smart Growth Incentive Program (SGIP) Grant to develop a Planning Study for the area surrounding the planned Bus Rapid Transit (BRT) stations to be located at El Cajon Boulevard and University Avenue along SR-15 (Attachment 1). This study will provide research and land use and policy planning toward a focused amendment to the Mid-City Communities Plan to refine existing land use designations and policies that encourage future multimodal-oriented residential and employment development with the inclusion of public spaces at the BRT station locations. This effort will also facilitate future development and investment in public mobility related infrastructure around the station sites to improve multimodal access to the stations. Through this effort, residents, property and business owners, and decision makers will have the opportunity to examine and plan for the future character of the planned BRT stations and the surrounding area.

The City of San Diego conducted a competitive bidding process (via RFP solicitation; Attachment 2) for the selection of a primary consultant to assist staff in facilitating the Planning Study process. The RFP was published on the City's website. The City received a total of eight

submittals for the RFP. A Technical Evaluation Committee consisting of city staff and designated community representatives was formed to evaluate, interview, and rank the various firms. The technical evaluation committee completed a comprehensive review of the technical proposals submitted in response to the solicitation. The technical criteria used by the committee for the technical evaluation of the proposals included qualifications, experience; past performance (as indicated by references); and oral presentations for interviews and establishment of rapport with key consultant team personnel.

As a result of the bidding process, the City has selected IBI Group consultants to provide professional planning services to complete a Planning Study of the area surrounding the Mid-City SR-15 BRT Stations. IBI Group's firm for this contract is represented by Gary Andrishak and Dennis Wahl, who will serve as the primary consultant project managers for the Planning Study. Other members of the IBI Group team will include CH2M Hill (mobility analysis), Bay Area Economics (economic and market analysis), and David Potter & Associates (community outreach).

In accordance with the solicited scope of work for this contract, the consultant will be required to provide a variety of professional services with regard to completing the Mid-City SR-15 BRT Station Area Planning Study (Attachment 3). These services will include the following:

- Project management and administration
- Community outreach and participation (public workshops, charrette)
- Existing conditions analysis
- Urban Design Visioning & Strategy
- Land Use Analysis
- Economic Feasibility Analysis
- Multi-Modal Mobility Study
- Prioritized Implementation Strategy
- Draft & Final Study Report

#### EQUAL OPPORTUNITY CONTRACTING:

IBI Group has a current and completed Equal Opportunity Contracting (EOC) Workforce Report on file with the City. This agreement is subject to the City's Equal Opportunity Contracting (San Diego No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Section 22.3501 through 22.3517).

#### FISCAL CONSIDERATION:

The total cost of IBI Group services would not exceed \$367,000. Funding for this consultant contract is currently available in Fund 600001, and Fund 200600 via a prior year (2008) transfer of \$180,000 of Redevelopment Funds to CPCI - Planning Division for the specific purpose of funding the implementation of the SGIP development process (Refer to "Previous Council Action"). The other funding sources to complete the planning study are comprised of SANDAG Grant funding, which totals \$225,000, and in-kind staff costs, which totals \$45,000. The balance of the funds not allocated for consultant costs will cover review costs by non-General Fund City staff.

#### PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On February 12, 2008, the San Diego Redevelopment Agency authorized the transfer of up to \$180,000 of redevelopment funds to the City via Fund No. 98200 for the specific purpose of

financing costs associated with facilitating the implementation of the SGIP planning activities; and authorized the Controller to appropriate the fund transfer. The total funding available for this project is \$450,000. The other funding sources to complete the planning study are comprised of SANDAG Grant funding, which totals \$225,000, and in-kind staff costs, which totals \$45,000. The total funding available for this project is \$450,000. Of the total amount, \$367,000 will be used to execute a contract with the plan update primary consultant (IBI Group). The balance of the funds not allocated for consultant costs will cover review costs by non-General Fund City staff.

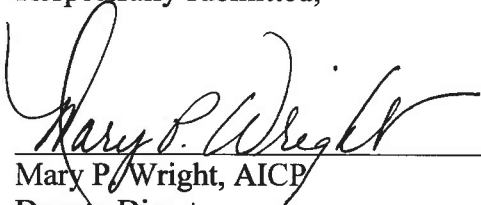
COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS:

Two community planning group representatives served as participants on the Technical Evaluation Committee. The City in conjunction with the respective community planning groups will be forming a Stakeholders' advisory committees to convene the public forum for input and advisory recommendations to the City relative to the community plan amendment. In addition, several workshops and a charrette will be held to ensure that the public and stakeholders have an opportunity to participate in the focused amendment of this community plan.

KEY STAKEHOLDERS and PROJECTED IMPACTS (if applicable):

Key stakeholders within the community that are likely to be involved in the development of the Master Plan include but are not limited to: City Heights Community Planning Committee, City Heights Project Area Committee, El Cajon Business Improvement Association, WalkSanDiego, Health Equity by Design, Projecto de Casas Saludables, City Heights Community Development Corporation, LISC San Diego, and the International Rescue Committee.

Respectfully submitted,



Mary P. Wright, AICP  
Deputy Director  
City Planning & Community Investment



Jay M. Goldstone  
Chief Operating Officer

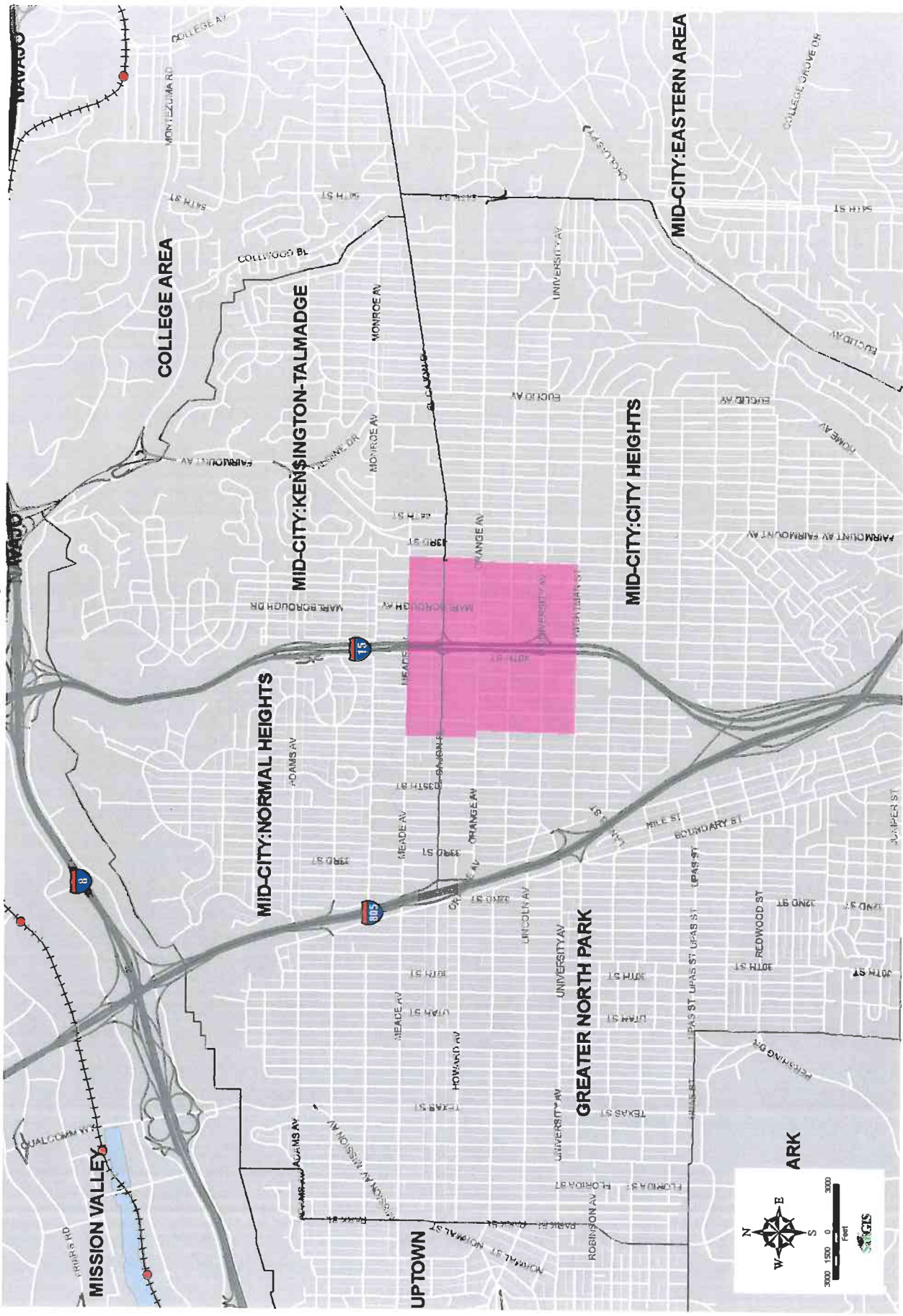
ANDERSON/WRIGHT/MJP

Attachment(s):

1. Vicinity Map
2. Request for Proposals Advertisement
3. Agreement with IBI Group









# CERTIFICATE OF PUBLICATION

Toni Thompson  
City of San Diego/Purchasing & Contracting  
1200 Third Avenue, Suite 200, MS 56P  
SAN DIEGO CA 92101

F-100000  
CC-1612-10011

## IN THE MATTER OF

**H105034**

## CASE NO.

CITY OF SAN DIEGO  
CITY PLANNING & COMMUNITY INVESTMENT DEPARTMENT  
REQUEST FOR PROPOSAL  
FOR  
MID-CITY SR-15 BRT STATION AREA PLANNING STUDY (H105034)

The City of San Diego (City) is requesting proposals from highly qualified planning services firms for consultant services for Mid-City SR-15 BRT Station Area Planning Study (H105034).

It is the policy of the City to provide equal opportunity in its planning professional services contracts. Toward this end, proposals from small businesses, disabled owned businesses, women owned businesses, firms owned by African-Americans, American Indians, Asian-Americans, Filipinos, and Latinos, and local firms are strongly encouraged. Prime consultants are encouraged to subconsult or joint venture with these firms. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. This project has a voluntary Subcontracting Participation Level (SPL) goal of 15%. SPL goals are achieved by contracting with any combination of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disadvantaged Business Enterprises (DBE), Disabled Veteran Business Enterprises (DVBE) or Other Business Enterprises (OBE) at the prime or subcontractor level. Definitions of MBE, WBE, DBE, DVBE and OBE are contained in the Request for Proposals (RFP). Attainment of the SPL goal is strongly encouraged, but strictly voluntary.

The City of San Diego will ensure that full access to programs, services, meetings and activities comply with Section 504, Title V, of the Rehabilitation Act and Americans with Disabilities Act (ADA) 1990, Public Law 101-336.

In-depth knowledge and a strong understanding of the local environment, and a local presence for interfacing with the City's project management staff are essential to the successful completion of this project. The proposal must address the consultant's knowledge and understanding of: the City and other local agencies regulations and policies; local environment; and local building codes and other criteria. The proposal must also address how the consultant plans to interface with the City's project management staff and the consultant's workforce in San Diego County.

All proposals submitted must be in full accord with the Request for Proposal (RFP) which can be obtained by requesting the RFP via email from John Mendivil, Consultant Services Coordinator, at:

[rmendivil@sandiego.gov](mailto:rmendivil@sandiego.gov)  
City of San Diego, Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101.

When requesting the RFP, please refer to the specific project title and number, Mid-City SR-15 BRT Station Area Planning Study (H105034). For questions about RFP procedures please call John Mendivil at (619) 235-5855.

A preproposal conference will be held on Thursday, February 18, 2010, 10:00:00 AM, at Purchasing & Contracting, Large Conference Room, 1200 Third Avenue, Suite 200, San Diego, CA 92101. It is strongly recommended that all interested parties attend. For more information, assistance, to request an agenda in alternative format, or to request a sign language or oral interpreter for the meeting, please contact Tai Galloway, at 619-533-4550 at least five working days prior to the meeting to ensure availability.

Proposals are due no later than 5:00 p.m. Friday, March 12, 2010, at the location stated in the RFP. This RFP does not commit the City to award a contract or to defray any costs incurred in the preparation of a proposal pursuant to this RFP. The City reserves the right to accept or reject any or all proposals received as a result of this RFP. The City also reserves the right to revise this RFP, including but not limited to the pre-proposal conference date and the proposal due date. If the City revises the RFP, all RFP holders of record will be notified in writing by the City.

### Summary Scope of Services

The Mid-City/SR-15 Bus Rapid Transit Station Area Planning Study would provide research and land use and policy planning toward a focused amendment to the Mid-City Communities Plan to refine existing land use designations and policies that encourage future multimodal-oriented residential and employment development with the inclusion of public spaces at the BRT station locations. This effort would also facilitate future development and investment in public mobility related infrastructure around the station sites to improve multimodal access to the stations, and would be coordinated with the San Diego Unified School District's instructional facility planning efforts for the nearby Wilson Academy and Central Elementary School. Through this effort, residents, property and business owners, and decision makers will have the

I, Cathy L. Krueger, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Transcript, a newspaper of general circulation, printed and published daily, except on Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the


## Request for Proposal

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

**February 4**

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this February 4, 2010

  
Signature

opportunity to examine and plan for the future character of the planned BRT stations and the surrounding area. The project area is bounded by Cherokee Avenue on the west, Meade Avenue on the north, Van Dyke Avenue on the east, and Wightman Street on the south and is located in the City Heights Redevelopment Project Area. SANDAG has designated the area surrounding the planned BRT stations as a Smart Growth Town Center and has designated University Avenue and El Cajon Boulevard as Smart Growth Mixed-Use Transit Corridors. The remainder of the Scope of Services is contained in the Request for Proposal for Mid-City SR-15 BRT Station Area Planning Study (H105034), as Exhibit A to the Draft Agreement. Pub. February 04-00069608



**CITY OF SAN DIEGO**  
**City Planning & Community Investment Department**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**Mid-City SR-15 BRT Station Area Planning Study (H105034)**

Asian Journal

07/06/10

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**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
IBI GROUP  
FOR  
MID-CITY SR-15 BRT STATION AREA PLANNING STUDY**

**IBI GROUP  
FOR  
MID-CITY SR-15 BRT STATION AREA PLANNING STUDY**

**CONTRACT NUMBER: H105034**

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## **CONSULTANT LUMP SUM AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form

**LUMP SUM AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND IBI GROUP  
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and IBI Group [Consultant] for the Consultant to provide Services to the City for planning services.

**RECITALS**

The City wants to retain the services of a planning services firm to provide planning services [the Services].

The Consultant has the expertise, experience and personnel necessary to provide the Services. The City and the Consultant [Parties] want to enter into an Agreement whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Services.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I**

**CONSULTANT SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Consultant shall perform the Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City

**1.2 Contract Administrator.** The City Planning & Community Investment is the contract administrator for this Agreement. The Consultant shall provide the Services under the direction of a designated representative of the City Planning & Community Investment. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the City. If the City deems

it appropriate, an equitable adjustment to the Consultant's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Services, the Consultant shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services (Exhibit A), Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** If applicable, the Consultant shall comply with the following: Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding. The Consultant shall prepare such plans, specifications, studies, or reports so that procurement of services, labor or materials are not available from only one source, and shall not prepare plans, specifications, studies, or reports around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Consultant shall submit this written justification to the City prior to beginning work on such plans, specifications, studies, or reports. Whenever the Consultant recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **ARTICLE II**

### **DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or January 1, 2013 whichever is the earliest but not to exceed five years unless approved by City ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services (Exhibit A) is set forth in the Time Schedule (Exhibit C).

**2.3 Notification of Delay.** The Consultant shall immediately notify the City in writing if the Consultant experiences or anticipates experiencing a delay in performing the Services within the time frames set forth in the Time Schedule (Exhibit C). The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the City's requirements for the Services, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment, or labor; required additional Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof satisfactory to City of the Consultant's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Services the Consultant has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Services under this Agreement. For services satisfactorily rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall



deliver to the City all documents or records related to the Consultant's Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Consultant fails to satisfactorily perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to adhere to the Time Schedule. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

### **ARTICLE III**

#### **COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in a lump sum amount not to exceed \$367,000. The compensation for the Scope of Services shall not exceed \$351,024, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$15,976.

**3.2 Additional Services.** The City may require that the Consultant perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Consultant's performance of Additional Services, the City and the Consultant must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule (Exhibit B). The City will pay the Consultant for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Consultant in accordance with the Compensation and Fee Schedule (Exhibit B). For the duration of this Agreement, the Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Consultant shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Subcontractor overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Professional Services required due to the Consultant's errors

or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.** The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement.

## **ARTICLE IV**

### **CONSULTANT'S OBLIGATIONS**

**4.1 Industry Standards.** The Consultant agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent planning services firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records related to the Services provided hereunder with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1 Accounting Records.** The Consultant and all subcontractors shall maintain complete and accurate records in accordance with generally

accepted accounting practices in the industry. The Consultant and Subcontractors shall make available to the City for review and audit, all Service related accounting records and documents, and any other financial data. Upon the City's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Consultant's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates reflecting evidence of all insurance as set forth herein; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required in Section 4.3.3 of this Agreement; and (c) confirmed that all policies contain the specific provisions required in Section 4.3.4 of this Agreement. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury

and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**4.3.1.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement, the Consultant shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

#### **4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

#### **4.3.4 Required Endorsements**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

##### **4.3.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.



**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

#### **4.3.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Consultant.

#### **4.3.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Consultant for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Consultant may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform Services [Subcontractor Services] is subject to prior approval by the City. The Consultant shall list on the Subcontractor List [Exhibit D Attachment BB] all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractor Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Consultant and any Subcontractor shall contain the information as described in Sections 4.6 and 4.7, and shall also provide as follows:

**4.4.1.1** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.3.1.

**4.4.1.2** The Consultant is obligated to pay the Subcontractor, for Consultant and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and Exhibit D of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

**4.5 Contract Activity Report.** The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report [Exhibit D Attachment CC]. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subcontractor listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subcontractor Services as described in Section 4.4.1.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant

Requirements [Exhibit D]. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form [Exhibit E ].

**4.7.1 Consultant's Notice to Employees.** The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Consultant further certifies that each contract for Subcontractor Services for this Agreement shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Product Endorsement.** The Consultant acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.9 Conflict of Interest.** The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.9.1** If, in performing the Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit I).

**4.9.1.1** Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Consultant shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the Consultant is subject to a conflict of interest code. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**4.9.1.2** If the City requires the Consultant to file a statement of economic interests as a result of the Services performed, the Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.9.2** The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.



**4.9.3** The Consultant's personnel employed for the Services shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.9.4** If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.9, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

**4.10 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.11 Compensation for Mandatory Assistance.** The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.12 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.13 Notification of Increased Construction Cost.** If applicable, at any time prior to the City's approval of the final plans, specifications, studies, or report, the Consultant anticipates that the total construction cost will exceed the estimated construction budget, the Consultant shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Consultant believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.14 ADA Certification.** The Consultant hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

## **ARTICLE V**

### **RESERVED**

## **ARTICLE VI**

### **INDEMNIFICATION**

**6.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed under this Agreement, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

## **ARTICLE VII**

### **MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association [AAA] or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation [Administrator], within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## **ARTICLE VIII**

### **INTELLECTUAL PROPERTY RIGHTS**

**8.1 Work for Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Consultant, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**8.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the

Consultant, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Consultant, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Consultant, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Consultant, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Consultant, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Consultant, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Consultant utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Consultant and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication.** Consultant may not publish or reproduce any Deliverable Materials, for purposes unrelated to Consultant's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Consultant represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright,

trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Consultant to produce, at Consultant's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Consultant further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, City shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Consultant agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorney's fees.

**8.9 Ownership of Documents.** Once the Consultant has received any compensation for the Professional Services performed under this Agreement, all documents, including but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to the Scope of Services or Professional Services, shall be the property of the City.

## **ARTICLE IX**

### **MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: City Planning & Community Investment, 202 C Street, San Diego, CA 92101, Attn: Michael Prinz, MS4A and notice to the Consultant shall be addressed to: IBI Group, 701 B Street, Suite 1170, San Diego, CA 92101.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.



**9.4 Independent Contractors.** The Consultant and any Subcontractors employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**9.5 Consultant and Subcontractor Principals for Consultant Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Consultant's Professional Services is based on the particular professional expertise of the following members of the Consultant's organization: Steve Schibuola, Gary Andrishak, and Dennis Wahl [Project Team]. Accordingly, performance of Professional Services on the Project may not be delegated to other members of the Consultant's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Consultant. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Consultant, to require any of the Consultant's employees or agents to be removed from the Project.

**9.6 Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

**9.7 Compliance with Controlling Law.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.8 Jurisdiction and Attorney Fees.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

**9.9 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.10 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees



shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.11 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.12 No Waiver.** No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**9.13 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.14 Additional Consultants or Contractors.** The City reserves the right to employ, at its own expense, such additional Consultants or contractors as the City deems necessary to perform work or to provide the Services.

**9.15 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Consultant.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**9.19 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying

degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.20 Consultant Evaluation.** City will evaluate Consultant's performance of Services using the Consultant Evaluation Form (Exhibit F).

**9.21 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.22 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.23 Vendor Registration.** All consultants wishing to conduct business with the City of San Diego, or those intending to compete for City contracts, must submit a completed Vendor Registration Form (Exhibit G) to the City of San Diego's Purchasing & Contracting Department. This form must be received by the City prior to competing for or being awarded any contracts.

**9.24 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as (Exhibit H). The Contractor Standards are available online at [www.sandiego.gov/purchasing/vendor/index.shtml](http://www.sandiego.gov/purchasing/vendor/index.shtml) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

*The remainder of this page has intentionally been left blank.*

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to R - \_\_\_\_\_, authorizing such execution, and by the Consultant pursuant to Corporate Authority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF SAN DIEGO  
Mayor or Designee

By \_\_\_\_\_

I HEREBY CERTIFY I can legally bind IBI Group and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

David Thom  
Managing Director

By \_\_\_\_\_

Steve Schibuola  
Director

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

JAN I. GOLDSMITH, City Attorney

By \_\_\_\_\_

Deputy City Attorney

## **CONSULTANT LUMP SUM AGREEMENT EXHIBITS**

- Exhibit A - Scope of Services
- Exhibit B - Compensation and Fee Schedule
- Exhibit C - Time Schedule
- Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements
  - (AA) Work Force Report
  - (BB) Subcontractors List
  - (CC) Contract Activity Report
- Exhibit E - Consultant Certification for a Drug-Free Workplace
- Exhibit F - Consultant Evaluation Form
- Exhibit G - Vendor Registration Form
- Exhibit H - Contractor Standards Pledge of Compliance
- Exhibit I - Determination Form

## SCOPE OF SERVICES

### MID-CITY SR-15 BUS RAPID TRANSIT STATION AREA PLANNING STUDY

#### Background

The Mid-City/SR-15 Bus Rapid Transit Station Area Planning Study will provide research and land use and policy planning toward a focused amendment to the Mid-City Communities Plan to refine existing land use designations and policies that encourage future multimodal-oriented residential and employment development with the inclusion of public spaces at the BRT station locations. This effort will also facilitate future development and investment in public mobility related infrastructure around the station sites to improve multimodal access to the stations. The project area is bounded by Cherokee Avenue on the west, Meade Avenue on the north, Van Dyke Avenue on the east, and Wightman Street on the south and is located in the City Heights Redevelopment Project Area. SANDAG has designated the area surrounding the planned BRT stations as a Smart Growth Town Center and has designated University Avenue and El Cajon Boulevard as Smart Growth Mixed-Use Transit Corridors.

#### Task 1 Project Administration & Management

Key elements of effective project management include:

- Maintaining communication between the City Planning & Community Investment's (CPCI) project manager and consultant project manager, and within the consultant team to ensure that directions are understood and issues are addressed quickly.
- Maintaining the established project schedule in Microsoft Project and closely monitoring the drawdown of the project budget.
- Ensuring technical work is progressing according to the agreed upon work plan.
- Providing effective presentation of study findings and recommendations to the appropriate citizen groups and council committees.

The management and administration of this study will be the primary responsibility of IBI Group's Project Manager, Gary Andrishak. Mr. Andrishak will be the primary contact for agency staff and, together with Steve Schibuola our Principal-In-Charge, will be responsible for all work products developed in the study. Mr. Andrishak and Assistant Project Manager Dennis Wahl will organize and

conduct monthly coordination meetings with City staff. If requested, oral updates will be provided on a bi-weekly basis to ensure steady progress and preparation for key upcoming deliverables and events. Monthly progress reports, submitted with the invoices, will include previous month's activities, next month's activities, schedule assessment, identification of issues and proposed solutions, and a concise summary of prime and sub-consultant charges to the project.

A Start-Up meeting will be held with the City of San Diego City Planning & Community Investment Department (CPCI) to "sign off" on the agreed-to work program, timing and cost as well as roles and responsibilities. The resultant documentation, for circulation to both the client (CPCI) and consultant team, will lead to the production of a 'Project Guide', a dossier outlining Tasks 1 through 9 and serve, generally, as the "go to" document throughout the study process to ensure clarity of purpose. The Project Guide will be consistent with the adopted Scope of Work.

#### Key Personnel:

- Gary Andrishak, IBI
- Dennis Wahl, IBI

#### Deliverables:

- Work Program, Project Schedule
- Meeting Agendas and Notes
- Monthly Progress Reports and Invoices

#### Task 2 Community Outreach & Participation

Positive community growth and change can only occur with the broad and knowledgeable support of a wider public resulting in consensus building "buy-in".

The IBI Group team believes the process begins with an extensive analysis of client and stakeholder goals, as well as the site's physical context, opportunities and constraints including engineering and environmental challenges. It is important that key stakeholders be identified and brought in to the process from the start and that the process be expanded to include the general public further into the effort. At a minimum community outreach should encompass officially recognized community groups including: Normal Heights Community Planning Group, Kensington-Talmadge Planning Group, City Heights Area Planning Committee, and City Heights Project Area Committee, as well as other community organizations and resident groups interested in the process.

Public outreach and community input will follow in the form of working sessions, stakeholder meetings and design charrettes. IBI Group is aided in its efforts by an in-team of graphic designer and writers who assist in the production of presentation boards and slide shows; 3D massing studies; newsletters and project-specific flyers; and web pages and other specialized materials required to tell the story that needs to be told. Specific tasks to be accomplished are described below.

##### 2.1 Develop Outreach & Participation Plan

The composition of any/all required advisory and stakeholder committees will be discussed at the project's inception. The consultant team will bring forward the framework for a communications plan for building stakeholder consensus as well as consulting with the general public. IBI Group envisions three outreach events, preferably coordinated as Stakeholder Workshop, mid-day, leading to Public



Open Houses, that same evening. The first Workshop/Open House will deal with "Issues/Ideas"; the second Workshop/Open House will deal with "Concepts" (three land use scenarios); the third Workshop/Open House will deal with "Solutions" (the preferred land use scenario). The IBI Group will work with CPCI to establish a Planning Study Working Group (PSWG). IBI will conduct up to 10 meetings with the PSWG.

## 2.2 Multi-Modal Mobility Survey

The IBI Group team will engage the community through intercept and on-line surveys to gather ideas, concerns, and thoughts regarding mobility issues and the potential development around the BRT stations. IBI Group has used stated preference surveys on several planning projects to better understand community issues and preferences. The survey will be concise, to encourage a high response rate and provide room for comments. The survey will be distributed at community events and ad hoc public meetings for the project. The project website will keep the community apprised and allow an on-going tabulation of the survey results.

## 2.3 Walk Audit

In-person and virtual walk audits will be conducted to assess the issues and opportunities and constraints of key corridors in the study area. Both positive and negative community attributes will be recorded on maps of the target area and context photographs will be taken and duly referenced equivalent maps. The net result of this exercise will be production of Opportunities and Constraints maps to be developed in Task 4, Urban Design Visioning & Strategy.

### Key Personnel:

- Gary Andrishak, IBI
- Dennis Wahl, IBI
- Brian Gaze, IBI

### Deliverables:

- Outreach Plan
- Meeting Materials and Facilitation (including translation services)
- Meeting Notices and Notes
- Stakeholder Workshops/Open Houses
- Planning Study Working Group Meetings
- Stakeholder Workshop/Open House Presentation Materials
- Public Outreach Summary Reports
- Mobility Survey
- Walk Audit

## Task 3 Existing Conditions & Base Maps/Report

A wide range of information will be collected to assess existing conditions and develop improvement alternatives. The IBI Group team approach to completing the documentation is described below by subject.

### 3.1 Engineering Support for Base Maps and Project Concept Drawings

Mid-City SR-15 BRT Station Area

Planning Study

In the urban form assessment, the IBI Group will be responsible for the following tasks:

- 1) Meeting with City mobility planning staff to determine the scope of the mobility study area.
- 2) Compiling, collecting, and analyzing existing conditions data and multi-modal level/quality of service for all modes of travel in the Study Area: pedestrian, bicycle, transit, and motorized vehicles. Specific information to be collected /compiled includes:
  - Traffic collision summaries.
  - Average daily traffic (ADT) counts, Mid-City SR-15 BRT Station Area Planning Study.
  - Morning and evening peak-period intersection turning movement counts (including pedestrian and bicycle counts) and LOS analysis.
  - Street and lane widths.
  - Intersection lane configurations.
  - Pedestrian and bicycle facilities information.
  - Traffic speed data.
  - Existing traffic signal timing data.
  - Developing base map information (aerial photography, topography, easements, utility information, etc.) necessary to develop conceptual plans for a mobility improvement projects within the station area.
  - Development of a concept plan that incorporates the multi-modal mobility recommendations.

### 3.2 Environmental Reconnaissance

IBI Group will be responsible for conducting an environmental reconnaissance to document existing conditions related to community/land use issues, air quality, ambient noise levels, and presence of documented/known hazardous materials in the Station area. The evaluation will consist of the following efforts:

- Obtaining and reviewing existing data and plans based on current planning efforts in the area.
- Obtaining noise measurements at up to five key sensitive receptor areas.
- Identifying hazardous waste based on a web review of existing data sources (e.g. Envirostar, Geotracker).
- Identifying environmental conditions and marking them on a GIS map that overlies the study area.

The environmental section of the Existing Conditions Report will document community concerns related to potential collocation issues (compatibility issues and community cohesion). Based on preliminary evaluation, other relevant environmental factors will be identified that could be considered in future CEQA documents (e.g., historical resources, visual resources, circulation, etc).

### 3.3 Land Use Policy and Urban Form Assessment

IBI Group will lead the effort to compile the following information for inclusion in the Existing Conditions report:

- Use aerial photos and/or site visits to update the existing land uses shown in the Existing Conditions reports prepared for City Heights (January 2004), Normal Heights (December 2003), and Kensington-Talmadge (December 2003).
- Document the existing zoning as shown on Grid Tiles 19 and 20 of the City's Official Zoning Map.
- Summarize the permitted uses and development regulations (with focus on residential density, floor area ratio, and height limit) of the existing zones according to Chapter 13 (Zones) and Chapter 15, Article 5, Division 2 (Central Urbanized Planned District) of the Land Development Code.
- Document the planned land uses, goals, policies and recommendations of the Mid-City Communities Plan (August 4, 1998), the City Heights Redevelopment Plan (April 28, 1992), and the General Plan (March 10, 2008).
- To clarify the level of detail and effort involved, the following is expected: for the existing land use analysis an inventory by parcel shall be provided that can be summed up by traffic analysis zones (TAZs) and provides the square footage by specific use type for commercial uses (i.e. specific type of retail and/or office use per the City's Trip Generation Manual) and number of units for residential uses. For the current plan (no project) a realistic determination of the maximum intensity by use type that would be allowed and expected based on the current plan, zoning, development regulations, and market is required. This is consistent with the inputs needed for traffic modeling.

### 3.4 Demographic Assessment

IBI Group will compile available census, forecast, and other information and develop graphics in GIS format to detail the demographic attributes of the study area. Information on population, employment, age, income, auto ownership, etc. will enable the team to clearly understand the key characteristics of the study area. This information will be used in the development of alternatives and the economic assessment.

### 3.5 Market Assessment

IBI Group will lead the analysis of existing market conditions, policies, and other relevant information. This task includes attendance of applicable team members at the Start-Up meeting with the CPCI. IBI will take the lead in obtaining information on parcel ownership, and assessing the impact of parcel configurations and ownership that may impact efforts by either the public-sector or private interests to create TOD. (IBI assumes that parcel level data will be supplied by the City.) IBI will assist the team

in identifying key opportunity sites for TOD and will attend a meeting to present the results of the market overview analysis.

IBI will prepare a market overview report that evaluates potential market support in the study area for TOD uses, including multi-family for-sale and rental residential, office, retail, as well as mixed-use developments combining these uses. The market overview report will include:

- Data on household and employment trends in the study area, and comparing them to those in the overall City of San Diego, as well as San Diego County.
- Data on current real estate market trends for the identified uses, including sale prices and rental rates, absorption and occupancy rates, and identification of comparable properties.
- Evaluation of the benefits and constraints for potential opportunity sites presented by BRT.
- Based on SANDAG forecasts for population and employment growth in San Diego, the range of potential supportable new development for target uses, as well as the amount that may be captured within the study area.

### 3.5 Mobility Assessment

IBI Group will conduct the existing conditions analysis and data collection efforts. IBI Group will initially meet with the City of San Diego mobility planning staff to determine the scope of the mobility study area and discuss the analysis approach and methodology. The existing conditions inventory will be collected through the use of Google Earth, field work, and data requests through the City of San Diego and Caltrans, as appropriate. IBI Group will also visit the project Study Area to observe the peak period traffic conditions and the interactions among the various forms of transportation.

IBI Group will compile, collect, and analyze existing conditions data and multi-modal level/quality of service for all modes of travel in the Study Area related to pedestrian, bicycle, transit, and motorized vehicles. Specific information to be collected includes:

- Base maps – aerial photography; topography; easements; utility information; etc.
- Traffic data – collision summaries; ADTs; AM and PM peak-period intersection turning movement counts (including pedestrian & bicycle counts); speed data; existing traffic signal timing data; school peak-period intersection turning movement counts (including pedestrian & bicycle counts), etc.
- Roadway design data – street and lane widths; intersection lane configurations; etc.
- Transit information – routes; frequency; ridership; transit stop locations and amenities.
- Pedestrian and bicycle facilities – type, conditions, use.

Once all existing conditions data has been collected, IBI Group will identify opportunities and constraints with respect to pedestrian, bicycle, and motorized vehicles. IBI Group will utilize the Highway Capacity Manual methodologies and traffic analysis software programs such as Synchro to analyze the Study Area. In addition, IBI Group will utilize the City of San Diego roadway capacity LOS standards to help identify Study Area constraints.

Through our current work in the corridor, we are very knowledgeable of the existing and planned transit services. Three express and BRT routes will operate on SR-15 and all of the east west routes on El Cajon Boulevard and University Avenue will connect with them at the BRT stations. In addition, the Mid-City Rapid BRT service will begin operation soon, providing additional transit service to the stations. Transit service, ridership, and stop information will be documented in GIS figures, tables and text. The information will be used in the development of options to ensure sufficient room for the stops and their integration into the development options to maximize the convenience of their use.

The IBI Group team will tour the project area by bicycle to provide valuable firsthand experience and familiarity with the issues and opportunities present in the corridor. This thorough approach to fieldwork is complemented by a consistent and methodical approach to data gathering. We will begin with an initial field review to verify existing conditions. We will then conduct an initial GIS analysis to assemble and review available information necessary to define needs and constraints related to area bikeway facilities development. Data will be compiled from existing local City reports and files, SANDAG and SANGIS databases, and field reviews of bicycle facilities.

The following analyses will be conducted:

- Review current and proposed bicycle plans, inventories and policies.
- Identify street conditions of major and minor parallel streets related to bike use.
- Identify access to transit sites and transfer points.
- Identify gaps in existing regional bikeway facilities.
- Identify existing bikeway hazards.
- Analyze safety and security.
- Review usage and activity centers, including schools, transit centers, and other major area attractions.
- Identify levels of service for recreational, commuter and student use.
- Review maintenance of bikeway facilities.
- Collect bicycle-related accident information (injuries and fatalities) from the past three years from available City data, and plot graphically to identify locations with abnormally high numbers of accidents.

Information derived from this analysis will be used to identify specific locations that require improvements, plus possible enhancements in motorist and bicyclist awareness and educational programs.

**Key Staff:**

- Gary Andrishak, IBI
- Arturo Vivar, IBI
- David Aulwes, IBI

#### Deliverables:

- Draft Technical Memos for Incremental Review of Land Use and Mobility Analyses
- Existing Conditions Report and Base Maps documenting existing & planned land use and mobility analyses; transportation and circulation elements using GIS software

#### Task 4 Urban Design Visioning & Strategy

##### 4.1 Opportunities & Constraints Mapping

The first task of the Urban Design Visioning process is the creation of Opportunities & Constraints Mapping, a graphic mapping representation of the study areas “strengths, weaknesses, opportunities and threats”. The mapping will identify issues that put the planning area in peril, i.e., the hard edge of roadways, vs. those that the community can use to build upon, (i.e., connections to regional parks networks). The Opportunities & Constraints exercise will include a catalogue of site context photographs for subsequent reference.

##### 4.2 Develop Urban Design Vision

The team will work with CPCI staff and stakeholder groups to develop an urban design vision -- concepts and policies that identify big ideas and key public realm improvements to enhance the local ‘sense of place’ and create an attractive, vibrant and sustainable environment for all residents. This section will include standards and guidelines to ensure that the public ‘armature’ of the station area plan – streets and sidewalks, parks and plazas, transit facilities and so forth – are consistent with best practices elsewhere and supportive of the vision for the Station Area.

##### 4.3 Conduct Massing Studies for Land Use Scenarios

In the understanding that development nearest transit stations should be mixed-use in nature, the consultant team will conduct massing studies for low-rise, mid-rise and high-rise building typologies. In each case, proposed massing will reflect compact, dense, street facing building typologies consistent with best practices with respect to multimodal-oriented development.

##### 4.4 Transition Strategy

Depending upon whether the station areas support nodal or linear (corridor) intensification, massing transition will either recede from a center node or from the transit corridor. In either instance, massing will likely transition downward from the transit station/stop in efforts both to place more density, and therefore potential transit riders, nearest the station and less density closer to existing residential development.

##### 4.5 Urban Form Drawings/Images

As part of this effort, a series of digital 3-D models will illustrate potential building massing and implications of proposed standards.

#### Key Staff:

- Gary Andrishak, IBI
- Marsha Bousquet, IBI



- Gary Hartnett, IBI
- Warren Rempel, IBI
- Cameron Owen, IBI

#### Deliverables:

- Opportunities & Constraints Mapping
- Visioning Report
- Alternatives/Preferred Land Use Scenario
- Report including Transition Strategies, Urban Design Graphics

#### Task 5 Land Use Analysis

##### 5.1 Co-Location and Buffer Strategies

The issue of co-located facilities will be studied with likely candidates for co-location identified, (i.e., shared parking facilities). Buffer strategies could be as simple as efforts in the provision of urban parks, plazas and pathways that separate functions while providing relief from traffic noise, especially adjacent the SR-15 freeway cut.

##### 5.2 Three Land Use Scenarios

IBI Group agrees to develop three alternative land use scenarios. These scenarios will be comprehensive in nature, identifying alternative approaches for the following:

- “Streets & Blocks” overlay mapping.
- Primary Land Use Typology and Designations: appropriate land use types (residential, commercial, mixed-use) for different sub-areas.
- Density, Building Mass and Height: appropriate density and building massing allowances for different land use designations.
- Urban Design Principles: Define guidelines and principles to control building placement, orientation, design, street wall treatment and other key urban design-related measures.
- Public Realm Strategies: Identify opportunities for improvements in urban *placemaking* initiatives.
- Functional support of the Station in regard to transit users.
- Access and circulation within the Station Area.
- Support of larger community issues, including ‘housing and jobs’.
- Connections to greenspace and recreational opportunities.
- Identification of catalyst sites as near-term development opportunities.

- Development of “first in” development policies to current landowners and/or local property developers.
- To clarify the level of detail and effort involved in defining the land use alternatives, the following is expected: define and quantify land uses by parcel that can be summed up by traffic analysis zones (TAZs). Provide the square footage by specific use type for commercial uses (i.e. specific type of retail and/or office use per the City’s Trip Generation Manual) and number of units for residential uses based on a realistic determination of the maximum intensity by use type that would be allowed and expected based on the proposed plan, zoning, development regulations, and market. This is consistent with the inputs needed for traffic modeling and for comparison of alternatives.

### 5.3 Multi-Modal Land Use Scenarios Evaluation Criteria

As a pretext for evaluating alternative scenarios, the IBI Group team will develop a series of land use assessment criteria, including but not restricted to the following categories:

- Land use/promoting compact urban form, a mix of uses
- Movement of goods and people
- Open space and natural environment
- Social and cultural amenity
- Sustainability

It is suggested that the “draft” evaluation criteria be a topic of discussion at Workshop/Open House Two with regard to the subsequent scoring of the three emerging land use scenarios.

### 5.4 Land Use Scenario Evaluation Report

With the evaluation matrix fully developed, each of the competing land use scenarios will be carefully evaluated for its merits with respect to its ability to meet the spirit of the vision and, importantly, with an eye towards its subsequent implementation from the standpoint of political, community and developer “buy in”.

### 5.5 Preferred Land Use Analysis

Experience has proven that the net result of evaluating three alternative land use scenarios invariably leads to development of a fourth, hybrid scenario that feature the “best of” the attributes of the three previous, competing scenarios.

### 5.6 Two-Dimensional Simulation

The preferred land use scenario will be fully developed as a final master plan with respect to an illustrative site plan. Key items of the plan will include, but not be limited to, streetscape and roadway design, bus transit transfers, park and ride, kiss and ride facilities, sidewalk design, building height, density and massing, mixed-use development density, parking location and design, pedestrian and bicycle connections, urban plazas and green spaces. Documents will be developed with stand-alone design guidelines in text; plan, elevation, cross-section and 2-D illustration; and precedent photograph(s) to illustrate the recommended guidelines.

Key Staff:

Mid-City SR-15 BRT Station Area  
Planning Study

- Gary Andrishak, IBI
- Dennis Wahl, IBI
- Marsha Bousquet, IBI
- Gary Hartnett, IBI
- Warren Rempel, IBI
- Cameron Owen, IBI
- Jon Levy, IBI

**Deliverable:**

- Land Use Scenarios Evaluation Report, including Buffer Strategies, Scenario Evaluation Criteria, 2-D Simulations, and Preferred Land Use Alternative

**Task 6 Economic Feasibility Analysis**

**6.1 Market Analysis and Financial Feasibility**

IBI Group will be responsible for conducting a financial feasibility analysis for up to three land use scenarios encompassing alternative prototype development projects. The prototypes will reflect a range of development densities and product types, including residential, retail, office, and mixed-use development. The prototypes will be tailored to specific opportunity sites from previous tasks that are determined to represent the optimum combination of availability as well as potential to catalyze private development interest.

The financial feasibility analysis will involve preparation of project pro formas (financial models) that provide detailed analysis of product types, total development costs (including City impact fees and other charges), developer profit, value of completed projects, and the extent to which projects are feasible, or if there are "feasibility gaps" (i.e., total development cost is greater than the value of completed project). The pro formas will be based on projections for completed potential projects and calculated on a "land residual" basis that determines what land values prototype projects can support. IBI Group will be responsible for preparing a written report that summarizes the results of the pro forma analysis, and include the pro formas. Appropriate IBI team members will attend a meeting to present the findings from this analysis.

**6.2 Tax Increment Projection**

IBI Group will be responsible for projecting potential tax increment estimates that would be generated by the preferred land use scenario with regard to economic feasibility. This work will include reviewing with the San Diego Redevelopment Agency relevant parameters regarding project area commencement to determine applicable provisions of Community Redevelopment Law. IBI Group will collect all information on allocations of property tax revenues by local jurisdiction. Using this information, and projected market absorption from the previous task, IBI Group will prepare a detailed spreadsheet that shows the timing and amounts of tax increment, and the amount that may be available for the project, net of required payments to other taxing jurisdictions and housing set-aside funds.

**Key Staff:**

- Gary Andrishak, IBI

**Deliverable:**

- Economic Feasibility Analysis Report documenting the financial analysis of the development options

**Task 7 Multi-Modal Mobility Study**

**7.1 Future Multi-Modal Conditions Analysis**

Building on the existing conditions analysis, IBI Group will analyze future conditions for the Study Area. IBI Group will develop the forecast future travel demand and traffic volumes for the Study Area for the current plan, three land use alternatives; and station alternatives utilizing the SANDAG regional forecast model. It is possible that not all of the runs for the alternative scenarios will be needed, based on the results of community input and the differences in the scenarios. IBI Group will post process the future forecast traffic volumes and analyze the future conditions for the Study Area for intersection turning movements and ADT segment volumes. The future conditions analysis will also include pedestrian, bicycle, and transit analysis for both a quantifiable LOS and qualitative quality of service. The analysis will also include any issues related to safety, access, and operations for all modes of travel for each of the BRT station alternatives.

**7.2 Multi-Modal Mobility Recommendations & Concept Plan**

IBI Group will develop multi-modal mobility recommendations with respect to the TOD alternatives developed in the study to provide for the integration of all modes within the station areas. IBI Group will evaluate recommendations that include, but are not limited to:

- Enhancing the pedestrian, bicycle & transit rider environment.
- Considering feasible “Green Street Concepts,” traffic calming measures, and pedestrian & transit passenger amenities.
- Focusing on connectivity.

The transfer connections at the stations will receive special attention to ensure connections between the local and Mid-City Rapid services, and the BRT services on SR-15 take place safely and conveniently. The design, location, and operation of the transfer facilities will be optimized to ensure the best possible transit service to the station area developments.

Lastly, the IBI Group team will ensure that any recommended improvements achieve compliance with local, regional, and state standards, including the City of San Diego’s Bicycle Master Plan and the SANDAG Regional Transportation Plan. In addition, facilities planning will be consistent with the standards established in the Caltrans Highway Design Manual Chapter 1000 - Bikeway Planning and Design, and the City of San Diego Street Design Manual.

**7.3 Mobility Improvement Project List**

IBI Group will work to identify the necessary mobility improvement projects and provide supplemental concept drawings and cost estimates. Once the proposed mobility improvement projects are selected, IBI Group will conduct preliminary engineering for the projects. IBI Group will conduct research to identify eligible funding sources and evaluate the funding strategies for the projects.

Mid-City SR-15 BRT Station Area

Planning Study

#### 7.4 Project Concept Drawings and Project Funding Evaluation

Concept drawings will be developed for each of the preferred improvement elements. They will include both plan views and elevations to better understand their design and their fit in the community. Conceptual cost estimates will be developed and potential funding sources will be identified and review for applicability, and consideration in the funding strategy.

##### Key Staff:

- Steve Schibuola, IBI
- Gary Andrishak, IBI
- Dennis Wahl, IBI
- Warren Rempel
- Jon Levy, IBI
- David Aulwes, IBI

##### Deliverables:

- Draft Technical Memos for Incremental Review of Travel Forecasts and Mobility Analyses
- Multi-Modal Conditions Analysis Report, including Multi-Modal Mobility Recommendations & Concept Plan
- Mobility Improvement Project List
- Project Concept Drawings
- Project Funding Evaluation

#### Task 8 Prioritized Implementation Strategy

##### 8.1 Multi-Modal Mobility Implementation Strategy

There are two key elements to implementing the station area projects. The physical requirements and their costs need to be arrayed and prioritized, and the regulatory framework has to be examined to determine if changes are needed to facilitate implementation. The preferred station development options, urban design treatments, and mobility improvements will be compiled into an implementation action plan. The specific elements, their costs, and the implementation requirements will be arrayed to provide a road map for implementation. The provision of the project elements will be phased to ensure the highest priority elements are provided early, while affording opportunities for the other elements to be constructed later.

##### 8.2 Land Use/Urban Design Implementation Strategy

The selected urban design strategies will be coordinated with City codes and guidelines as needed to ensure they are consistent with planning and regulatory requirements. The need for design guidelines, community plan overlays, land development code changes, etc. will be assessed and requirements documented.

##### 8.3 Financing Strategy

IBI Group will be responsible for the formulation of a financing strategy that considers other potential sources of financing besides tax increment. This will include projections of potential sales tax revenues, impact fees, grant sources (including SANDAG and other State and federal sources). Using public improvement cost information the IBI Group will prepare a table that shows “sources” of funding for public improvements and catalytic development projects, as well as “uses”, and the extent of any gap between sources and uses, and potential options. IBI Group will use the information from the market and feasibility analysis to identify potential phasing of new development, and how it can be used to target public improvements to enhance implementation as well as spread public investment so that it better matches the timing of private investment.

**Key Staff:**

- Steve Schibuola, IBI
- Gary Andrishak, IBI

**Deliverable:**

- Implementation Strategy Report, including Urban Design Implementation and Financing Strategy

**Task 9 Draft & Final Study Report**

**9.1 Draft Planning Study**

Throughout the study process, the project manager will issue technical memorandums at the completion of each of the tasks within the study’s work plan. Each report will form a chapter in the “draft” study report at the end of the work program and will contain all mappings, diagrams and text descriptions of that specific task from the standpoint of purpose, methodology and deliverable. The draft report will contain, in addition, an opening chapter that sets the context in which the study was carried out, and a concluding chapter that summarizes report recommendations and suggested “next steps”. The draft report will be circulated to the City in anticipation of feedback in the form of suggested edits and a request of clarification of items deemed unresolved.

**9.2 Final Planning Study**

Upon receipt of the CPCI review of the draft planning study report, the IBI Group team will conduct an effort in refinement and reediting, issuing the final planning study report. It will contain an executive summary at the front end of the document, a standalone summary of the highlights of the planning exercise for possible distribution to a wider public audience. Following City review and comment, the Plan will be revised and published in a manner suitable for public review and comment and for presentation to the Planning Commission and City Council.

**Key Staff:**

- Gary Andrishak, IBI
- Dennis Wahl, IBI
- Marsha Bousquet, IBI

**Deliverables:**

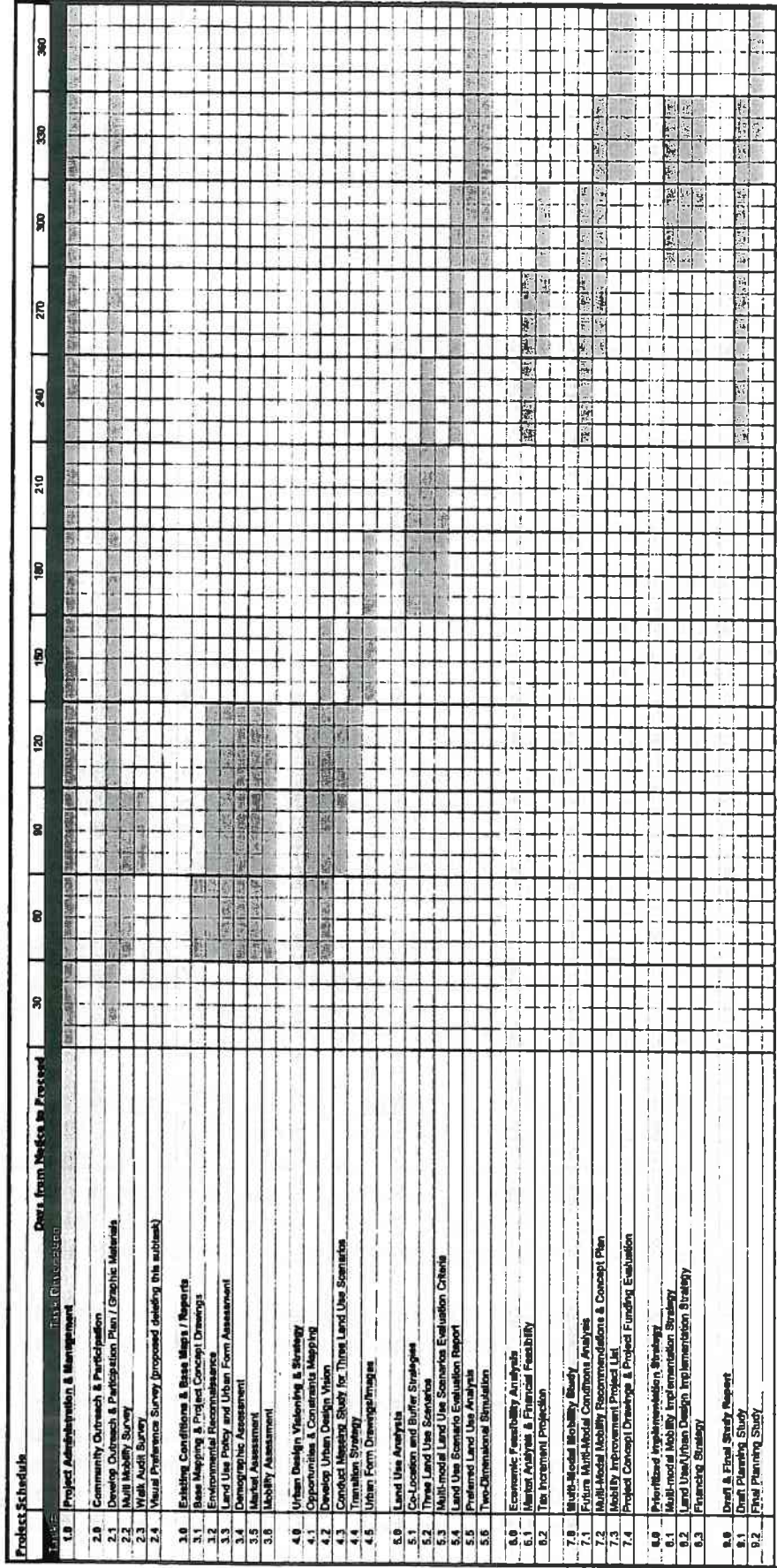


- Technical Memorandums
- Ten (10) printed copies of the Draft Report.
- Ten (10) printed copies and Ten (10) CD, in color, of the Final Mid-City SR-15 BRT Station Area Planning Study, including an Executive Summary that can be used as a stand-alone document.

## COMPENSATION AND FEE SCHEDULE

[illegible]

# TIME SCHEDULE



# EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) CONTRACTOR REQUIREMENTS

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I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

II. **Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. **Contract Language.** The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal

opportunity for subconsultants to participate in subconsulting opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;



3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

**A. Subconsultant Participation Level**

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is



attainable. The remaining percentages may be allocated to Other Business Enterprises (OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

- B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

- A. Proposers are required to submit the following information with their proposals:
  - 1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
  - 2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all public projects within the City of San Diego for past three (3) years. If the proposer has not participated in any City of San Diego projects within the past three (3) years, subconsultant participation levels achieved on private projects should be submitted. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
  - 3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
  - 4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:
  - 1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.

2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

- A. Subconsultants List. The *Subconsultant List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.
  1. Subconsultants must be named on the Subconsultants List if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.
- B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related

disability and whose management and daily operation is controlled by the qualifying party(ies).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

#### **VIII. Certification.**

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California’s Department of General Services, Office of Small and Minority Business (916) 322-5060.

#### **IX. List of Attachments.**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



City of San Diego

## EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

### WORK FORCE REPORT

#### ADMINISTRATIVE

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### CONTRACTOR IDENTIFICATION

Type of Contractor:

☐ Construction

☐ Vendor/Supplier

☐ Financial Institution

☐ Lessee/Lessor

☒ Consultant

☐ Grant Recipient

☐ Insurance Company

☐ Other

Name of Company: IBI GROUP

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 18401 Von Karman Avenue, Suite 110

City Irvine

County Orange

State CA

Zip: 92612

Telephone Number: (949) 833-5588

FAX Number: (949) 833-5511

Name of Company CEO: Phil Beinhaker

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 701 B Street, Suite 1170

City San Diego

County San Diego

State CA

Zip 92101

Telephone Number: (619) 234-4110

FAX Number: (619) 234-4109

Type of Business: Urban Land, Facilities, Transp. Systems

Type of License: San Diego Business License: B2008019630

The Company has appointed: Dee Jackson

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 18401 Von Karman Avenue, Suite 110, Irvine, CA 92612

Telephone Number: (949) 833-5588

FAX Number: (949) 833-5511

☒ One San Diego County (or Most Local County) Work Force – Mandatory

☐ Branch Work Force \*

☒ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of IBI Group

(Firm Name)

Orange

CA

hereby certify that information provided

(County)

(State)

here in is true and correct. This document was executed on this 23rd day of March, 20010

(Authorized Signature)

Dee Jackson

(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: IBI GROUP DATE: 3/23/2010

OFFICE(S) or BRANCH(ES): Irvine COUNTY: Orange

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1						2			
Professional														
A&E, Science, Computer			5		2	2					18	8		
Technical			10		3	2					6	2		
Sales														
Administrative Support				1		1						6		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			15	1	6	5					26	16		
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Grand Total All Employees	69
---------------------------	----

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – NAME OF FIRM: IBI GROUP DATE: 3/23/2010

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer		1									7			
Technical														
Sales														
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1		1							7			
--------------------	--	---	--	---	--	--	--	--	--	--	---	--	--	--

Grand Total All Employees	9
---------------------------	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## SUBCONSULTANTS LIST

### INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

Subconsultant=s List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant' s fee.

Proposer shall also submit subconsultant commitment letters on subconsultant' s letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
CH2M HILL 402 West Broadway Suite 1450 San Diego, CA 92101	Environmental reconnaissance, BRT engineering support, Caltrans coordination	17%			
Bay Area Economics (BAE) 1285 66 <sup>th</sup> Street Emeryville, CA 94608	Economic & financial feasibility analysis	12%		SB #5249  SWBE UCP #14806	Caltrans  UCP (BART)
Potter & Associates 4975 Milton Street San Diego, CA 92110	Land use and community planning procedures, public outreach liaison	7%			

\* For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise  
 Certified Woman Business Enterprise  
 Certified Disadvantaged Business Enterprise  
 Certified Disabled Veteran Business Enterprise  
 Other Business Enterprise

MBE  
 WBE  
 DBE  
 DVBE  
 OBE

\*\* For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego  
 State of California Department of Transportation

CITY  
 CALTRANS



**CONTRACT ACTIVITY REPORT**

Consultants are required by contract to report subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: **H105034 MID-CITY SR15 BRT STATION AREA PLANNING STUDY** PRIME CONTRACTOR: **IBI GROUP**

CONTRACT AMOUNT: **\$367,000 NOT TO EXCEED**  
Include Additional Services Not-To-Exceed Amount

INVOICE PERIOD: \_\_\_\_\_ DATE: \_\_\_\_\_

Subcontractor	Indicate MBE, WBE, DBE, D/VBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Bay Area Economics (BAE)	SB, SWBE					\$43,750	12.5%
CH2M Hill	N/A					\$57,010	16.2%
Potter & Associates	N/A					\$21,020	6%
Prime Contractor Total:	N/A					\$229,244	65.3%
Contract Total:						\$351,024	100%

Completed by \_\_\_\_\_

**CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**PROJECT TITLE: H105034 Mid-City SR-15 BRT Station Area Planning Study**

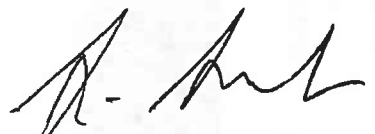
I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

**IBI GROUP**

Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultants agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed



Printed Name Steve Schibuola

Title Director

Date August 18, 2010

**City of San Diego**  
**Consultant Performance Evaluation**

**EXHIBIT F**

The purpose of this form is to provide historical data to City staff when selecting consultants.

**Section I**

1. PROJECT DATA		2. CONSULTANT DATA																													
1a. Project (title, location and CIP No.): <b>H10534</b> <b>Mid-City SR-15 BRT Station Area Planning Study</b>  1b. Brief Description:   1c. Budgeted Cost: \$351,024 not to exceed		2a. Name and address of Consultant: <b>IBI Group</b> <b>701 B Street, Suite 1170</b> <b>San Diego, CA 92101</b> 2b. Consultant's Project Manager: <b>Gary Andrishak</b>  <div style="text-align: right;">Phone (619) 234-4110</div>																													
3. CITY DEPARTMENT RESPONSIBLE																															
3a. Department (include division):		3b. Project Manager (address & phone):																													
4. CONTRACT DATA (DESIGN AND CONSTRUCTION)																															
4. Design																															
4a. Agreement Date: _____ Resolution #: _____ \$ _____																															
4b. Amendments: \$ _____ / # _____ (city) \$ _____ / # _____ (consultant)																															
4c. Total Agreement (4a. & 4b.): \$ _____																															
4d. Type of Work (design, study, etc.):		4e. Key Contract Completion Dates:  <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">100 %</td> </tr> <tr> <td>Agreement</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Delivery</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Acceptance</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>			_____ %	_____ %	_____ %	_____ %	_____ %	100 %	Agreement	_____	_____	_____	_____	_____	_____	Delivery	_____	_____	_____	_____	_____	_____	Acceptance	_____	_____	_____	_____	_____	_____
	_____ %	_____ %	_____ %	_____ %	_____ %	100 %																									
Agreement	_____	_____	_____	_____	_____	_____																									
Delivery	_____	_____	_____	_____	_____	_____																									
Acceptance	_____	_____	_____	_____	_____	_____																									
5. Construction																															
5a. Contractor _____		Phone (    ) _____																													
(name and address)																															
5b. Superintendent _____																															
5c. Notice to Proceed _____ (date)		5f. Change Orders:																													
5d. Working days _____ (number)		Errors/Omissions _____ % of const. cost \$ _____																													
5e. Actual Working days _____ (number)		Unforeseen Conditions _____ % of const. cost \$ _____																													
		Changed Scope _____ % of const. cost \$ _____																													
		Changes Quantities _____ % of const. cost \$ _____																													
		Total Construction Cost \$ _____																													
6. OVERALL RATING (Please ensure Section II is completed)																															
6a. Plans/specification accuracy.....		Excellent	Satisfactory																												
Consistency with budget.....		_____	_____																												
Responsiveness to City Staff.....		_____	_____																												
6b. Overall Rating _____		_____	Poor																												
7. AUTHORIZING SIGNATURES																															
7a. Project Manager _____		Date _____																													
7b. Deputy Director _____		Date _____																													

## Section II

## SPECIFIC RATINGS

PLANS / SPECIFICATION ACCURACY	EXCELLENT	SATISFACTORY	POOR	N/A	RESPONSIVENESS TO STAFF	EXCELLENT	SATISFACTORY	POOR	N/A
Plan/Specification clear and precise					Timely Responses				
Plans/Specs Coordination					Attitude toward Client and review bodies				
Plans/Specs properly formatted					Follows direction and chain of responsibility				
Code Requirements covered					Work product delivered on time				
Adherence to City Standard Drawings/Specs					Timeliness in notifying City of major problems				
Drawings reflect existing conditions					Resolution of Field problems				
As-Built Drawings					CONSISTENCY WITH BUDGET	EXCELLENT	SATISFACTORY	POOR	N/A
Quality Design					Reasonable Agreement negotiation				
Change Orders due to design deficiencies are minimized					Adherence to fee schedule				
					Adherence to project budget				
					Value Engineering Analysis				

## Section III

## SUPPLEMENTAL INFORMATION

Please ensure to attach additional documentation as needed.

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

Item \_\_\_\_\_ :

(\*Supporting documentation attached yes no )



**City of San Diego**  
**Purchasing & Contracting Department**  
**Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: \_\_\_\_\_

[ID Number will be provided by City]

**Firm Info:**

Firm Name:

IBI GROUP

Doing Business As:

Firm Address:

701 B Street, Suite 1170

City:

San Diego

State: CA

Zip: 92101

Phone:

619-234-4110

Fax: 619-234-4109

Taxpayer ID:

95-326-8721

Business License:

San Diego: B2008019630

Website:

www.ibigroup.com

**Contact Info:**

Contact Name:

Dennis J. Wahl

Title:

Associate

Email:

dwahl@ibigroup.com

Phone:

619-234-4110

Cell:

☐ Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City:

State:

Zip:

☐ Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City:

State:

Zip:

**Contractor Licenses (if applicable)**

License Number:

License Type:

License Number:

License Type:

License Number:

License Type:



**Contractor/Vendor Registration Form – Page 2**

**Product/Services Description:**

**Firm Name:**

IBI Group

Architecture, Land Use Planning, Transportation Planning & Engineering, Systems

**Product/Services Information:**

**NAICS Codes:**

\* 541330, 541512, 541320

\*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

**The City requires this information for statistical purposes only.**

**Primary Owner of the Firm**  
(51% ownership or more)

☒ Male  
☐ Female or

☐ Sole Proprietorship  
☒ Partnership  
☐ Corporation  
☐ Limited Liability Partnership  
☐ Limited Liability Corporation  
☐ Joint Venture  
☐ Non-Profit  
☐ Governmental/Municipality/Regulatory Agency  
☐ Utility

**Ethnicity:**

Ethnicity: \*Caucasian American

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

## Ownership Classification

Classification:

\*N/A

\* select from the following **List of Ownership Classification Codes** (select all that apply):

	WBE	(Woman Owned Business Enterprise)
	OBE	(Other Business Enterprise)
	DBE	(Disadvantaged Business Enterprise)
	DVBE	(Disabled Veteran Business Enterprise)
	SLBE	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)
	DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
	LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☒ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

**Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.**

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/ 236-5904



## EXHIBIT H

### City of San Diego Purchasing & Contracting Department CONTRACTOR STANDARDS *Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

#### A. PROJECT TITLE:

H105034 Mid-City SR-15 BRT Station Area Planning Study

#### B. BIDDER/CONTRACTOR INFORMATION:

##### IBI GROUP

Legal Name

DBA

701 B Street, Suite 1170 San Diego, CA 92101

Street Address

City

State

Zip

Steve Schibuola, Director Ph: (619) 234-4110 FAX (619) 234-4109

Contact Person, Title

Phone

Fax

#### C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation? ☐ Yes ☐ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ **Partnership** Date formed: 06/05/1978 State of formation: California

List names of all firm partners:

**IBI Group (US) Inc., a Delaware corporation, owning 0.825 Units (1.00%); and  
IBI Subco, Inc., a Delaware corporation, owning 81.675 Units (99.00%)**

☐ **Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ **Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?

☐ Yes      ☒ No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This document is submitted as:

☒ Initial submission of *Contractor Standards Pledge of Compliance*.

☐ Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22,3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Steve Schibuola  
Print Name, Title

  
Signature

August 18, 2010  
Date

City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS

***Pledge of Compliance Attachment "A"***

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

N/A

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Steve Schibuola

August 18, 2010

\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## DISCLOSURE DETERMINATION FOR CONSULTANT

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

1. Department / Board / Commission / Agency  
Name: N/A
2. Name of Specific Consultant & Company: IBI Group
3. Address, City, State, ZIP: 701 B Street, Suite 1170, San Diego, CA 92101
4. E-mail Address: dwahl@ibigroup.com
5. Date of Assuming Office: N/A
6. Project Title (as shown on 1472, "Request for Council Action")  
N/A
7. Consultant Duties for Project:  
N/A
8. Disclosure Determination [select applicable disclosure requirement]:

☒ Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

☐ Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

☐ Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

☐ Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

By: Steve Schibuola, Director  
[Name/Title]

August 18, 2010  
[Date]



## THE CITY OF SAN DIEGO

### CONSULTANT AWARD TRACKING FORM

**Consultant Award Tracking Form:** The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to Forms PA-700, PA-2159, CM-1544, 1472, DP's and PO's for processing. In addition to this, a copy is to be sent to the Consultant Services Coordinator.

---

#### THIS SECTION TO BE COMPLETED BY CITY STAFF

---

Date: \_\_\_\_\_ Department Name: \_\_\_\_\_

City Project Manager: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

**Appropriate approval authority:**

- ☐ Department Approval: See Section 5 of AR 25.60, and Section 5.2 of AR 25.70 for non-A&E firms
- ☐ City Manager: See Section 6 of AR 25.60
- ☐ City Council: See Section 7 of AR 25.60

---

#### THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT (Prior to the interview process)

---

*The City reserves the right to disqualify any Consultant from the interview process if this tracking form is not completely and accurately executed prior to the consultant's tracking award.*

*If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void pursuant to Municipal Code Section 22.0226. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another Consultant.*

Dollar Amount Awarded by the City of San Diego this fiscal year (July 1 through June 30)

Including this contract: \$367,000 (not to exceed)

*I hereby certify that I am an authorized representative of:*

**IBI GROUP**

\_\_\_\_\_  
(Name of Firm)

and that I have read and understand this form this 18th day of August, 2010  
(Day) (Month) (Year)

By \_\_\_\_\_  
(SIGNATURE of Authorized Representative)

**Steve Schibuola**

\_\_\_\_\_  
(PRINTED name of Authorized Representative)



DATE  
August 13, 2010

### INSURERS AFFORDING COVERAGE

INSURER A:	XL Insurance America Inc.
INSURER B:	XL Insurance Company Limited
INSURER C:	XL Specialty Insurance Company
INSURER D:	
INSURER E:	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS LOCATION BY VEHICLE EXCLUSIONS ADDED BY ENDORSEMENT(S) SPECIAL PROVISIONS

The Commercial General Liability policies described above shall apply as primary for the operations of the Named Insured on behalf of the City of San Diego.

### Pro-Form Insurance

**GACORD CORPORATION 1988**

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
8/13/2010

## PRODUCER

HUB Int'l New England LLC  
299 Ballardvale St  
Wilmington, MA 01887

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

IBI Group US(San Diego, CA)  
701 B street, Ste 1170  
San Diego, CA 92101

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Insurance Co.

38288

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDITIONAL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below OTHER	08WELD5486	01/13/2010	01/13/2011	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Operations: Professional Architectural Engineering Firm. Blanket Waiver of Subrogation applicable where required by contract.

Contract# H105034

Waiver of subrogation applies in favor of the holder as required by written contract.

## CERTIFICATE HOLDER

City of San Diego  
Attn: Michael Prinz  
City Planning & Community Investment  
202 C Street  
San Diego, CA 92101

## CANCELLATION

10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Michael H. Chapman*

## **IMPORTANT**

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